

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 13th day of July, 2016, by and between
("Plaintiff") and the Board of Regents, which includes the Georgia Institute
of Technology ("GIT") and all of its employees, and any employee of the Board of Regents
(collectively "State Defendants").

A. The Board of Regents agrees to allow the Plaintiff to complete the remaining coursework
required for his Bachelor of Science degree from GIT at an accredited University excluding any
school within the University System of Georgia. Such coursework must be comparable to that
required to complete Plaintiff's GIT degree subject to the approval of the Board of Regents.

The Board of Regents understands that Plaintiffs' remaining coursework includes high-
level engineering courses that may not be precisely comparable to courses offered at other
accredited universities. Accordingly, the Board of Regents agrees that it will act in good faith in
reviewing and approving the coursework Plaintiff takes at an accredited University outside of the
University system of Georgia, and will be reasonably accommodating in accepting that such
coursework is sufficiently comparable to the remaining coursework required for Plaintiffs' GIT
degree,

It is agreed that as of the time this document is executed, the Plaintiff has the following
GIT coursework remaining to complete his degree:

[REDACTED]

[REDACTED]

[REDACTED]

In addition the Plaintiff must take [REDACTED] courses. Course credit
will be given for any [REDACTED] class that is defined by the alternate institution as an

acceptable [REDACTED] credit so long as the material does not duplicate coursework already taken.

B. Once the Plaintiff completes his degree requirements and provides proof of successful completion (defined as receiving a grade of C or better in each course), the credits will be applied to his degree at GIT within the typical time frame for issuing diplomas, and Plaintiff will receive a GIT Bachelor of Science Degree.

C. On or before July 1st, 2016, Plaintiff shall file with the Clerk of the United States District Court, a Stipulation of Dismissal with prejudice in case *Doe v. The Board of Regents of the University System of Georgia*, 1:15-CV-4079—SCJ.

D. Upon execution of this settlement, the following modifications will be made to the Plaintiff's disciplinary history report at GIT:

- (1) The identification of those charges Plaintiff was found responsible for will be revised so as to state only the code number and name of each charge, i.e. "C20. Non-Consensual Sexual Contact. C20. Non-Consensual Sexual Intercourse. C.20. Coercion."
- (2) Beneath the notation, "Disciplinary Expulsion," the following notation will be added upon execution of this settlement:

"In November, 2015, [REDACTED] sued GIT and the Board of Regents alleging that the procedures in his adjudication violated his due process rights and that he had been wrongfully found responsible for the above charges. Although expulsion normally entails the permanent separation and termination of a student's status as a GIT student, GIT has agreed to make [REDACTED] eligible to receive his

GIT degree by completing coursework at another University comparable to the remaining coursework to fulfill his GIT degree. Once these requirements have been completed, the Georgia Institute of Technology/Board of Regents will issue [redacted] a diploma from the Georgia Institute of Technology, which will be valid despite the above disciplinary finding."

E. After GIT issues Plaintiff his diploma in accordance with the terms of this Settlement, the change noted in section D(1) above will remain, but the disciplinary record notation from section D(2), above, will be replaced with the following:

"In November, 2015, [redacted] sued GIT and the Board of Regents alleging that the procedures in his adjudication violated his due process rights and that he had been wrongfully found responsible for the above charges. Although expulsion normally entails the permanent separation and termination of a student's status as a GIT student, GIT agreed to make [redacted] eligible to receive his GIT degree by completing coursework at another University comparable to the remaining coursework to fulfill his GIT degree. [redacted] completed these requirements and GIT granted him his diploma, which is valid despite the above disciplinary finding."

The record of [redacted]'s expulsion will remain in his disciplinary file.

F. All other matters related to the discipline of [redacted] remain in effect and [redacted] agrees that he will not enter the Georgia Tech campus.

G. This Settlement Agreement constitutes a settlement of all disputed issues in connection with Case No. *Doe v. The Board of Regents of the University System of Georgia*, 1:15-CV-

4079—SCJ . Nothing in this Settlement Agreement shall be construed or deemed as an admission of any liability on the part of the State Defendants or of any liability, responsibility or guilt on the part of Plaintiff.

SO AGREED, this 13th day of July, 2016.

DW 7/13/16

Devon Orland
Senior Assistant Attorney General
Attorney for Defendants

Christopher Giovino
Christopher Giovino
Attorney for Plaintiff

July 8,
2016

Patrick J. McKenna 7/13/16

Patrick McKenna
Vice President for Legal Affairs and Risk Management
Georgia Institute of Technology
Plaintiff

July 8,
2016